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Dees v. Moss Point Baptist Church, 17 So. 1 (Miss.); *Waller v. Howell*, 20 Misc. 236, 45 N. Y. Supp. 790. When property rights are involved, however, the courts will inquire whether the expulsion was the act of the proper authorities. *Bouldin v. Alexander*, 15 Wall. (U. S.) 131. But if there is a right of appeal to a higher ecclesiastical authority, the courts will not give relief until that right has been exhausted. *German Reformed Church v. Commonwealth*, 3 Pa. St. 282. See *McGuire v. Trustees of St. Patrick's Cathedral*, 54 Hun 207, 220, 7 N. Y. Supp. 345, 351. Nor will the courts interfere when a member is expelled in accordance with the rules of the church, by which, on becoming a member, he agreed to be bound. *Grosvenor v. United Society of Believers*, 118 Mass. 78. On all these grounds, the court in the principal case rightly refused to give damages for the expulsion. Again, it is well settled that words spoken in the course of church discipline in the presence of the members of the church, are not actionable. *Fitzgerald v. Robinson*, 112 Mass. 371; *Farnsworth v. Storrs*, 5 Cush. (Mass.) 412, 416. By the better view, the protection arises from a conditional privilege, based on the common duty and interest of the members, and is forfeited if malice is shown. See *Jarvis v. Hatheway*, 3 Johns. (N. Y.) 180; cf. *Konkle v. Haven*, 140 Mich. 472, 478, 103 N. W. 850, 852.

WAREHOUSEMEN — UNIFORM WAREHOUSE RECEIPTS ACT — WRONGFUL PLEDGE OF WAREHOUSE RECEIPTS TO INNOCENT PLEDGEE. — In a state where the Uniform Warehouse Receipts Act was in force, X. pledged bills of lading to the A. bank, withdrew the bills on trust receipts, and obtained the goods, which he stored, taking negotiable warehouse receipts. These receipts X. pledged to the B. bank, and later withdrew them on trust receipts. X. became bankrupt. The B. bank petitioned for the recovery of the goods from the trustee in bankruptcy, and the A. bank put in a cross claim, urging that the act should be construed in the light of the former law of the state, by which it was entitled to the property. *Held*, that the B. bank is entitled to the goods, the Uniform Act being construed liberally to secure uniformity of law. *Commercial National Bank of New Orleans v. Canal-Louisiana Bank & Trust Co.*, Sup. Ct. Off., No. 117.

For a discussion of the construction of Uniform Acts, see NOTES, p. 541.

BOOK REVIEWS

GUIDE TO THE LAW AND LEGAL LITERATURE OF SPAIN. By Thomas W. Palmer, Jr. Washington: Government Printing Office. 1915. pp. 174.

This book deals with an important part of one of the most important movements now current. The movement is the attempt to teach the people of one country something about the views and institutions of other countries; and the part of that movement with which this book has to do is the attempt to enable the lawyers of the United States to learn something about the system lying at the basis of the law of Latin America.

Several years ago the Library of Congress began to publish a series of handbooks on foreign law. The plan was elaborated by Mr. Edwin M. Borchard, Librarian of the Supreme Court, and the volume on German law was prepared by him. The present volume follows Mr. Borchard's plan and was prepared under his supervision. The author, Mr. Thomas W. Palmer, Jr., a graduate of the Harvard Law School in the class of 1913, held a Sheldon fellowship from Harvard University in 1913-1914; and this is the fruit of his work while holding the fellowship. The details were collected and arranged by Mr. Palmer in the Supreme Court Library and at the University of Madrid.

The chief purpose is not to state doctrines of law but to guide the reader to the books where the doctrines are stated and discussed. From this point of view there is a description of many sources, including statutes, court reports, encyclopedias, the ancient and modern codes, the constitutions and treatises. The several sorts of subjects with which law deals are conveniently subdivided, and thus the reader can rapidly find what he wishes as to the literature and history of any specific topic, such as eminent domain, succession, commercial associations, public service companies, insurance, bills and notes, criminal law, military criminal law, mines, labor legislation, conflict of laws, colonial law, canon law, and many other subjects.

Moreover, although the purpose is chiefly bibliographical, there is much matter here and there on legal history and on present doctrines. See, for example, the brief sketches of legal history (pp. 9, 12-13, 26-42, 63-64, 92, 97, 100, 106, 109, 120), of the use of decisions as precedents (p. 12), of the development of a philosophy of law (pp. 19-26), of criminal procedure (pp. 101-102), of workmen's insurance and employers' liability and other labor laws (pp. 123-130), and of colonial law (pp. 136-139). The passages cited, and the short allusions to the codes which were extended to Cuba, Porto Rico, and the Philippines (pp. 47-48, 50, 65, 138-139), are of interest to any American lawyer.

Yet, as has been indicated, the author's main purpose is to enable the reader to learn more than is contained within the covers of this book, and hence the greater part of his care has been expended in describing the treatises, periodicals, and other sources to which the reader should go for full information. To facilitate the use of the sources, the author gives a liberal glossary of Spanish law terms (pp. 143-163).

In short, here is an intelligent plan, well executed, dealing with interesting subjects and facilitating a movement of importance to the American lawyer and to the whole world.

EUGENE WAMBAUGH.

THE LAW OF SALES OF STOCKS AND BONDS. By Milford J. Thompson. Chicago: Barnard and Miller. 1915. pp. xxv, 208.

The thesis of this book is thus expressed in the opening paragraphs of the introduction:

"There is a universal violation of the law of sales in the present methods of delivering shares of stock, as they are always delivered to deliver the rights they represent in the issuing corporation's profits, business, and property.

"There is also a universal violation of the law of sale contracts in the present method of selling both shares of stock and bonds, in their legal representative sense, in or against certain property, when both the securities and the corporation profits, business and property are described."

The author's language is often difficult to understand, but the basis of his contention seems to be that a sale of stocks or bonds "in their legal representative sense" is substantially an agreement to sell certain intangible rights against corporate property. Further, that something in the nature of delivery is necessary to a sale, and that this requirement is not met unless the buyer is afforded an opportunity to inspect what is bought; and that, therefore, there is no adequate delivery of stocks or bonds unless the buyer is afforded an opportunity to examine the corporate property which is the ultimate security for them. As the author deems it unnecessary to cite authorities, and as he admits the violation of law is universal, and that the sales or contracts ordinarily made are enforced by law, it is evident that he labors under a mis-